

Appl. No. 09/641,535
Reply dated July 9, 2004
Reply to Office Action mailed March 29, 2004
Attorney Docket No. 2101785-891100

REMARKS

Claims 1- 51 are pending. Claim 1, 10, 16, 21, 27, 32, 36, 42, 47 and 49 have been amended, Claims 6, 31 and 40 have been cancelled and no claims have been newly added so that Claims 1-5, 7-12, 14-17, 19, 21-23, 25-27, 29-30, 32-36, 38-9, 41-7 and 49-51 are pending after this response. Reconsideration is respectfully requested.

Applicant wishes to thank the Examiner for the telephonic interview.

CHANGE OF ADDRESS

Applicant has submitted a change of address form to the USPTO Electronic Business Center as the correspondence address for this case is still an old address.

PRIOR ART REJECTIONS

In response to the Examiner rejection of Claims 1-7, 10-12, 14-17, 19, 21-23, 25-27, 29-36, 38-44, 47 and 49-51 under 35 USC 103 as being unpatentable over U.S. Patent No. 5,925,127 to Ahmad (hereinafter "Ahmad") in view of U.S. Patent No. 5,953,005 to Liu (hereinafter "Liu") and Claims 8-9 and 45-6 under 35 USC 103 as being unpatentable over Ahmad in view of U.S. Patent No. 6,327,579 to Crawford (hereinafter "Crawford"), Applicant respectfully traverses the rejections. In particular, the prior art cited by the Examiner does not render the current claims of the patent obvious for the reasons set forth below. Therefore, early allowance of the claims is respectfully requested.

Claims 1, 10, 16, 21, 27, 32, 36, 42 and 47

The Examiner has rejected these claims as being obvious over Ahmad in view of Liu. The combination of Ahmad and Liu does not disclose or suggest every claim element. In addition to the prior arguments made in prior responses that are incorporated herein by reference, the claims are allowable over Ahmad and Liu at least because each recites 1) software rental system or method that operates "without the rental software program being installed on the client computer" and 2) flushing the main executable file and the optional files of the rental software program from the storage so that the rental software program is removed from the computer system when the rental is completed. Ahmad does not remove the software program from the 20 when the rental is completed. Ahmad

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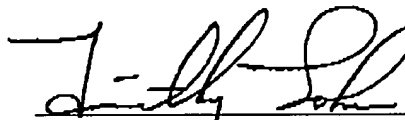
does remove the CICO module after it provides the licensing information of the rented program module 100 to the software monitor 140. See Col. 10, lines 62- 67. However, it is clear that the program module (which corresponds to the claimed software program) is not removed from the computer when the rental is completed. For example, at Col. 11, lines 60- 65, Ahmad states that

"For subsequent rental of the program module 100, there is no need to download the program module 100 again. However, there is a need to download the CICO module 120 again from the rental service provider's server each time the program module 100 is subsequently rented."

In addition, the entire program module 100 in Ahmad is clearly installed on the computer during the rental (See for example Col. 9, lines 45 - 48) whereas the claimed invention only downloads some portion of the software program based on the functions of the software program required by the user. For example, the claimed systems first downloads/streams the main executable file and then, only if needed, downloads the one or more optional files. Thus, with the claimed invention, it is possible that only the main executable file (which is only a portion of the software program) is downloaded during the rental. Thus, Ahmad does not disclose or suggest this feature of the independent claims. Liu also does not disclose or suggest this feature of the independent claims. For the foregoing reasons, it is respectfully submitted that the independent claims are in an allowable form, and action to that end is respectfully requested. The dependent claims which depend from these independent claims are also allowable.

Respectfully submitted,

Dated: July 9, 2004



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